

**UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF NEW JERSEY**

TONY MCCOY, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

SAMSUNG ELECTRONICS AMERICA,
INC.,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Tony McCoy, individually and on behalf of all others similarly situated, by his attorneys, files this Class Action Complaint against Defendant Samsung Electronics America, Inc. (“Samsung”). The following allegations are based on personal knowledge as to Plaintiff’s own conduct and on the investigation conducted by his counsel as to all other allegations.

SUMMARY OF THE ACTION

1. Plaintiff brings this consumer class action alleging that Samsung concealed a known material defect in the Chromebook Plus 2-in-1 portable computer (hereinafter the “Class Device”) that it designed, manufactured, marketed, sold, and distributed to customers across the United States.

2. The Chromebook Plus is a “2-in-1” device—*i.e.*, one that is convertible from a laptop to a tablet—that sells at a premium relative to traditional laptops and tablets. It was launched in or around January 2017 and retailed for over \$449. Samsung touted the Class Devices as a premium and durable 2-in-1 portable computer, replete with high-end features. It has the appearance of a traditional “clamshell” laptop but the display is a “360-degree rotating touchscreen” that can be folded to the back of the chassis along two hinges so the device can be

used as a tablet and in various positions. *Samsung and Google Introduce the Next Generation Chromebook Designed for Google Play: The Samsung Chromebook Plus and Chromebook Pro*, Samsung.com (Jan. 4, 2017), available at <https://news.samsung.com/us/2017+ces+Samsung+Chromebook+Plus+and+Chromebook+Pro+Samsung+and+Google+Introduce+the+Next+Generation+Chromebook+Designed+for+Google+Play> (last accessed Sep. 24, 2021).

3. Defendant heavily marketed the “supreme flexibility” of the Class Devices, claiming: the “Class Devices . . . [are] designed to be flexible—allowing the user to transform the Chromebook on demand. It is built with a 360-degree rotating touchscreen performing both as a notebook, and an ultra-mobile premium tablet.” *Id.* This feature is, for all intents and purposes, identical across Chromebook Plus models with respect to design, form, assembly and function.

4. Unbeknownst to consumers, however, the Class Devices’ display hinges are defective in that they detach from their mounting point within the display and break through the screen when the display is moved (the “Defect”). When the Defect manifests, attempting to open an impacted Class Device or change the display angle causes the screen to split, rupture, or suffer other serious damage. The Defect renders the Class Devices inoperable by (1) breaking the screen glass and/or (2) restricting the user’s ability to open or close the display and adjust the viewing angle without causing severe damage to the screen glass. The Defect thereby deprives Plaintiff and the Class members of the defining feature of their Chromebook Plus: the ability to use their devices as either a tablet or a laptop.

5. Defendant knew or should have known about the Defect long before it placed the Class Devices into the stream of commerce through, *inter alia*, pre-release product testing.

Despite this knowledge, Defendant has failed to disclose the Defect to purchasers of the Chromebook Plus and continues to misrepresent the capabilities of the Class Device.

6. Indeed, even when consumers advise Samsung that the Defect has manifested in their Class Devices, Defendant typically denies that the Defect exists and asserts hinges only fail when misused. Defendant unjustly profits from this scheme by routinely refusing to provide repairs free of charge.

7. The Defect manifests both while Class Devices are inside and outside of the warranty period. The only solution to the Defect is to replace the impacted hinge assembly and screen (if damage has occurred). It has left consumers across the country with Class Devices that do not work as intended, and indeed are rendered non-usable.

8. As a result of Samsung's unfair, deceptive and fraudulent business practices in connection with the defective Class Devices, current and former owners of Class Devices, including Plaintiff and members of the Class, have suffered an ascertainable loss of money, property, and/or loss in value of their devices. Had Plaintiff and the Class members known about the Defect at the time of purchase, they would have paid substantially less for their Class Devices, or would not have purchased them and avoided the significant out-of-pocket costs they have or will incur to repair or replace their Chromebook Plus once the Defect manifests.

9. Accordingly, Plaintiff brings this action to redress Defendant's violations of various states' consumer fraud statutes, breach of implied warranties, and other common law wrongs. Plaintiff also seeks money damages and equitable relief for Defendant's conduct described herein.

PARTIES

10. At all times relevant herein, Tony McCoy was a citizen of the United States, residing in Norman, Oklahoma.

11. Defendant Samsung is a South Korean corporation formed under the laws of the State of Delaware with its headquarters in Ridgefield Park, New Jersey.

JURISDICTION AND VENUE

12. This Court has jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum or value of \$5,000,000, exclusive of interests and costs. This is a putative class action in which more than two-thirds of the proposed plaintiff class are citizens of states other than the Defendant.

13. This Court has jurisdiction over this action because Defendant is headquartered in the State of New Jersey within the boundaries of this judicial district; has consented to jurisdiction by registering to conduct business in the state; maintains sufficient minimum contacts in New Jersey; and otherwise intentionally avails itself of the New Jersey markets through promotion, sale, marketing and distribution of its Class Devices in and from the state, which renders the exercise of jurisdiction by this Court proper and necessary as Samsung is “at home” in New Jersey.

14. Venue is proper in this District, under 28 U.S.C. § 1391(b), because a substantial part of the events or omissions giving rise to the claims of at least one Plaintiff occurred in this District.

PLAINTIFF SPECIFIC ALLEGATIONS

15. On or around December 2018, Plaintiff McCoy purchased a Samsung Chromebook Plus from a Best Buy retail location for roughly \$600.00.

16. Plaintiff was initially impressed by the Class Device’s metal exterior, 2-in-1

convertible design, and its association with a well-known brand such as Samsung. When making his final purchasing decision, Plaintiff relied on the marketing and sales materials present at the Best Buy retail location concerning the Class Device's durability and functionality. The fact that Defendant advertised and warranted it as a premium and durable 2-in-1 laptop/tablet with high-end features was material to Plaintiff and to other reasonable consumers.

17. In or around August 2021, Plaintiff attempted to open the Class Device from its closed position. As he did so, Plaintiff heard a loud pop and saw that the hinge had broken off from the display and shattered the screen.

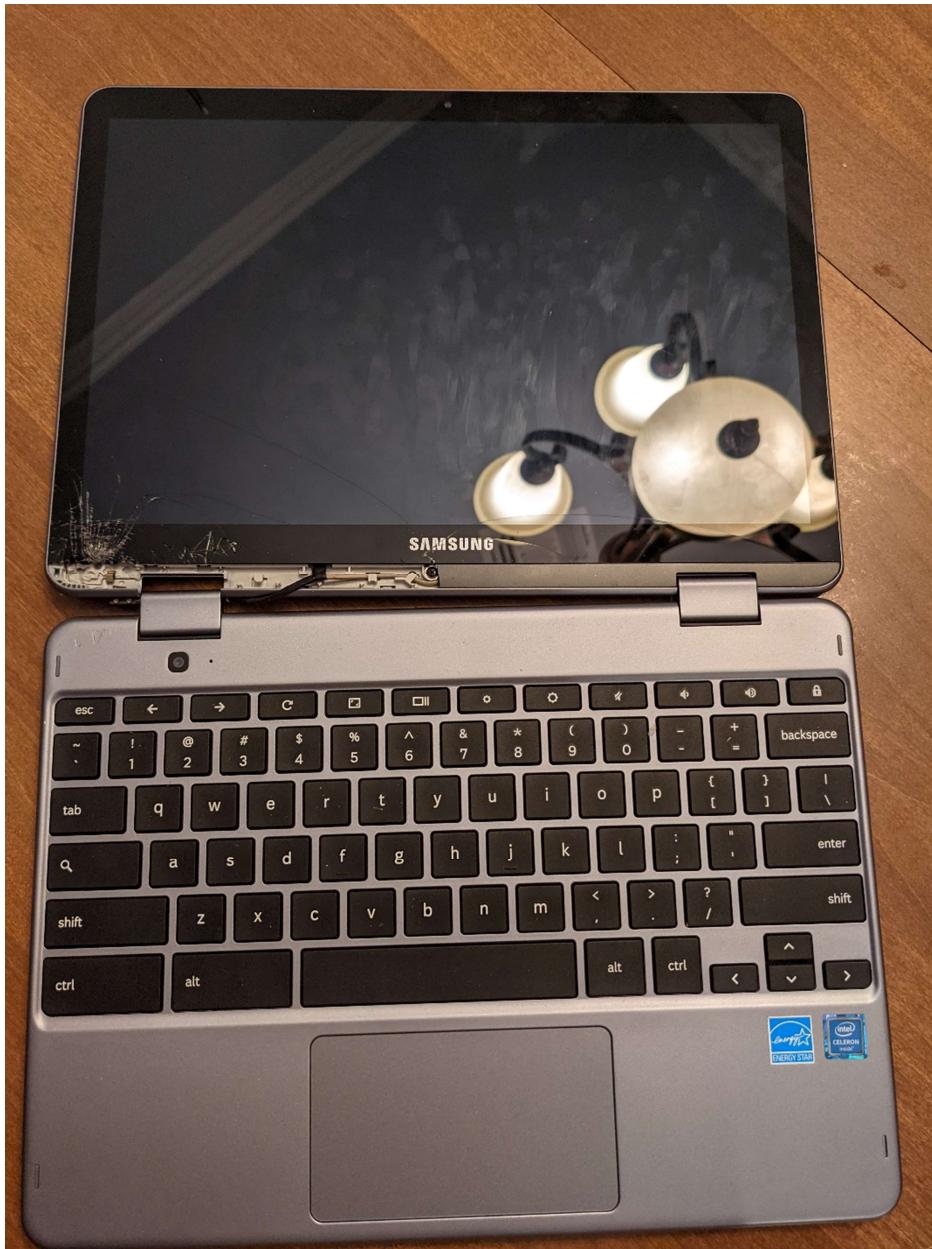
18. Plaintiff used and maintained his Class Device in a manner typical of a reasonable consumer.

19. Following the manifestation of the Defect in his Class Device, Plaintiff's wife filed a formal complaint with Samsung's customer service team. Over the course of several days Plaintiff's wife spent many hours speaking with customer service representatives on the phone and gradually escalated her complaint to the point of speaking with a supervisor. The supervisor, however, dismissed Plaintiff's concerns and attributed blame for the Defect to "opening and closing the laptop too much."

20. Plaintiff conducted his own research into the cause of the Defect and found many poor reviews referencing the defect on websites such as BestBuy.com and Reddit. Plaintiff estimates that he and his wife spent a total of 15-20 hours on research, troubleshooting, and correspondence with Samsung regarding the defect.

21. Plaintiff and his family no longer use his Class Device and are considering purchase of a replacement device from another manufacturer. Plaintiff is now hesitant to purchase another Chromebook.

22. Plaintiff McCoy's Chromebook has suffered the damage caused by the Defect as shown below:



COMMON FACTUAL ALLEGATIONS

A. The Samsung Chromebook Plus

23. The Chromebook Plus is a "2-in-1" laptop/tablet device that debuted in or around January 2017. The Class Devices sold at a premium relative to traditional laptops and tablets,

with the basic model retailing for over \$449. Samsung touted the Class Devices as “premium convertible laptops” and durable 2-in-1 portable computers, replete with high-end features such as: an “immersive Quad HD 2400×1600 resolution display made of durable Gorilla Glass 3;” “4GB of RAM and 32GB of storage;” a “built-in digitized pen;” and an “Intel® Core™ m3 processor.” *Samsung and Google Introduce the Next Generation Chromebook Designed for Google Play: The Samsung Chromebook Plus and Chromebook Pro*, Samsung.com (Jan. 4, 2017), available at

<https://news.samsung.com/us/2017+ces+Samsung+Chromebook+Plus+and+Chromebook+Pro+Samsung+and+Google+Introduce+the+Next+Generation+Chromebook+Designed+for+Google+Play> (last accessed Sep. 24, 2021).

24. Defendant Samsung designed, manufactured, warranted, advertised, and sold Class Devices to thousands of consumers throughout the United States and in Oklahoma.

25. Defendant’s primary selling point of the Class Devices is their “supreme flexibility.” Defendant explained that the “Chromebook Plus . . . [is] designed to be flexible—allowing the user to transform the Chromebook on demand. It is built with a 360-degree rotating touchscreen performing both as a notebook, and an ultra-mobile premium tablet.” *See id.*

26. Defendant heavily promoted the convertibility of the Class Devices. For example, in marketing materials accompanying the announcement of the Class Devices, Defendant described the devices as “the latest generation of its Chromebooks that pairs the power and productivity of a laptop with the flexibility and versatility of a tablet.” *Id.* In contemporaneous marketing materials Defendant claimed that the Class Devices could “go from notebook to tablet in a single snap. Thanks to Quad HD screen [*sic*], the Samsung Chromebook Plus and Chromebook Pro perform equally well as both tablet and laptop” *At CES 2017 with Innovations to Enhance the*

Way People Live, Work and Play, Samsung.com (Jan. 4, 2017), available at <http://web.archive.org/web/20181020030155/https://news.samsung.com/us/Samsung+Electronics+Reaches+Higher+for+Consumers+at+CES+2017+with+Innovations+to+Enhance+the+Way+People+Live%2C+Work%2C+and+Play> (last accessed Sep. 24, 2021).

27. Samsung's product pages for the Class Devices consistently highlight the convertibility of the device, claiming: "Samsung Chromebook Plus adapts to whatever you're doing. Use it like a laptop to reply to emails or to work on a paper. When you need a break, flip the screen so you can play games or catch up on your latest book," *Chromebook Plus Product Page*, Samsung.com, available at http://web.archive.org/web/20170119011315mp_/http://www.samsung.com/us/computing/chromebooks/12-14/xe513c24-k01us-xe513c24-k01us/ (last accessed Sep. 24, 2021), and stating "From laptop to tablet to sketchbook and more . . . it easily folds over into tablet mode so you can quickly switch between typing and writing down ideas," *Chromebook Plus Product Page*, Samsung.com, available at <https://www.samsung.com/us/computing/chromebooks/12-14/samsung-chromebook-plus-xe521qab-k01us/#benefits> (last accessed Sep. 24, 2021). Defendant's website also makes clear that the functionality of the Class Devices is tied to its rotating screen, for example, "Change your perspective with the revolutionary 13MP world-facing camera with autofocus. Simply fold your laptop into tablet mode and capture your view from any angle or zoom in to take photos of the whiteboard." *Id.*

28. Below are several images from Defendant's marketing materials illustrating the purported flexibility and convertibility of the Class Devices.





29. Defendant also touted the durability and quality of the Class Devices, describing them as “premium convertible laptops” “featur[ing] a sleek yet durable metal body,” *At CES 2017 with Innovations to Enhance the Way People Live, Work and Play*, Samsung.com (Jan. 4, 2017), available at <http://web.archive.org/web/20181020030155/https://news.samsung.com/us/Samsung+Electronics+Reaches+Higher+for+Consumers+at+CES+2017+with+Innovations+to+Enhance+the+Way+People+Live%2C+Work%2C+and+Play> (last accessed Sep. 24, 2021), and “high-quality hardware,” *Samsung and Google Introduce the Next Generation Chromebook Designed for Google Play: The Samsung Chromebook Plus and Chromebook Pro*, Samsung.com (Jan. 4, 2017), available at <https://news.samsung.com/us/2017+ces+Samsung+Chromebook+Plus+and+Chromebook+Pro+>

[Samsung+and+Google+Introduce+the+Next+Generation+Chromebook+Designed+for+Google+Play](#) (*last accessed Sep. 24, 2021*); *see also* Jessica Leigh Brown, *10 reasons to move your school to Chromebooks*, Samsung.com (May 6, 2021), (claiming “They’re durable” and insinuating that the Class Devices “have passed military-grade durability tests”) *available at* <https://insights.samsung.com/2021/05/06/10-reasons-to-move-your-school-to-chromebooks/> (*last accessed Sep. 24, 2021*).

30. Defendant marketed, promoted, and expressly and impliedly warranted that the Class Devices were fully functioning 2-in-1 portable computers without any faults in the hinge mechanism that would prevent the devices from converting between use modes or otherwise keep the user from adjusting the screen angle.

31. Defendant’s marketing and advertising was created, approved and disseminated from its national headquarters in New Jersey. In addition, its warranty repair division is based in New Jersey.

32. Plaintiff and the Class purchased Class Devices manufactured, marketed and sold by Defendant because they were advertised and expressly and impliedly warranted as a premium and durable 2-in-1 laptop/tablet devices. Plaintiff and the Class purchased their Class Devices to be used as 2-in-1 laptop/tablet devices as represented by Defendant in their marketing materials for the Chromebook Plus.

B. The Defect

33. The hinges used in the Class Devices, however, are defective and prevent them from being used as advertised. Specifically, the Defect causes one or more of the hinge arms to separate from its mount inside the display, which ultimately damages the display and cracks the screen, and/or prevents owners from opening, closing, or adjusting the displays of the Class

Devices for fear of damaging the screen glass.

34. The Class Devices utilize hinges to connect the chassis to the display. Defendant mounts the hinge assembly to the device display with three small screws into a piece of plastic affixed behind the screen glass. The hinge assembly is also secured to the chassis. To ensure that the Class Device can be used in various positions, the hinges are designed to resist movement and thereby hold whatever position they are put in until the user manually changes the angle of the screen by applying force to the display.

35. On information and belief, the cause of the Defect is that the plastic mount in the display to which the hinge assembly is affixed fails and detaches from its attachment point within the display. When a user attempts to change the display angle by applying force to it, the detached hinge arm exerts pressure on the underside of the display glass. When the display is moved, the resistance of the hinge causes the screen and surrounding plastic to shatter, damaging the screen and rendering further use of the laptop dangerous.

36. In most cases, the Defect leaves a Class Device unusable. Infact, Defendant's User Manua agrees, as it states: 1 for the Class Devices, "Do not use the product if it is cracked or broken. Broken glass or acrylic could cause injury to your hands and face. Take the device to a Samsung Service Center to have it repaired." User Manual at 51, *available at https://downloadcenter.samsung.com/content/UM/201810/20181015151414731/Chromebook_Manual_ENG.pdf* (last accessed Sep. 24, 2021). Samsung also cautions that "Using a broken computer may result in electric shock or fire." *Id.* at 48.

37. The only solution to the Defect is to replace the impacted hinge assembly and screen (if damaged).

38. Unfortunately for Plaintiff and Class members, they could not have readily

discovered the true extent and nature of the Defect until after it manifested in their Class Devices. Defendant, however, has long known of the Defect while concealing its existence from its customers.

C. Samsung's Exclusive and Early Knowledge of the Screen Defect

39. The Defect appears to be pervasive throughout Class Devices manufactured after January 2017. It manifests both inside and outside of the one-year warranty period.

40. On information and belief, Samsung designed and manufactured the Class Devices. As such, Samsung had exclusive knowledge of the Defect at the time of the Class Devices' manufacture from, among other things, pre-release product testing.

41. Additionally, on information and belief, Samsung receives warranty repair inquiries and supplies replacement parts for the Class Devices. Thus, Samsung was also made aware of the defect from the numerous warranty inquiries it received from Class Device owners and from the demand for replacement parts relating to the Defect.

42. Furthermore, Defendant knew or should have known about the Defect because of the large number of comments and posts made online about the Defect. There are hundreds of posts from Chromebook Plus owners complaining about the Defect on scores of threads on numerous message boards—including on Defendant's own website since at least early 2019.

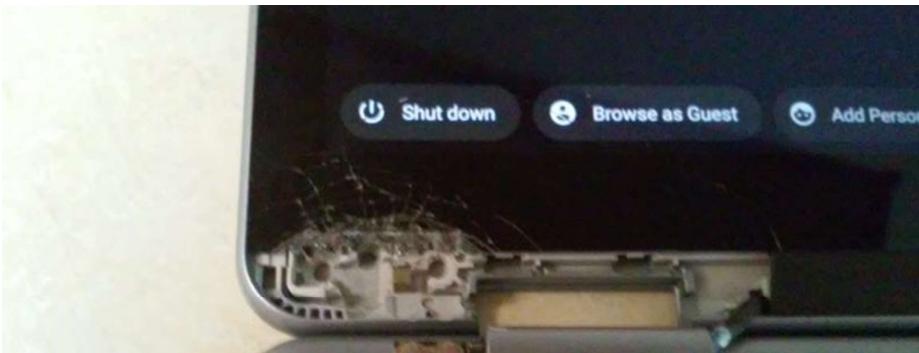
43. On Samsung's product page for the Class Devices, the average customer review score is 1.9 stars out of a possible five. Of 68 total reviews, 38 customers rate the device the lowest possible score of one star, with another 14 rating two stars. Most of these negative reviews reference the Defect and Samsung's refusal to remedy the issue. Mention of the Defect on this webpage dates back over two years and continues up through recent months. Comments such as those shown below are remarkably common, with many users also positing pictures of the defective device to illustrate

their claims. *ee Samsung.com, available at*
<https://www.samsung.com/us/computing/chromebooks/12-14/samsung-chromebook-plus-xe521qab-k01us/#reviews> (*last accessed Sep. 23, 2021*).

★☆☆☆☆ **rcrespo49** · 2 years ago

Samsung Chromebook Plus 2 in 1 12.2

Bought it November 2018. Lasted 8 months. Hinges broke right through the screen. Who's bright idea was to place the hinges right behind the screen. The hinges are supported to the plastic cover of the screen assembly with 3 tiny metal screws. Really? Metal screws and a plastic cover and the hinges behind the screen?



★☆☆☆☆ **SadCollegeStudent** · 2 years ago

Good While It Lasted

I bought this chromebook to take digital notes when I entered college. I fell in love with the device and enhanced my learning. That was until about 6 months later the hinge broke from regular use and it also messed with the screen. It was fun while it lasted Samsung.

★☆☆☆☆ **Jacobm69** · a year ago

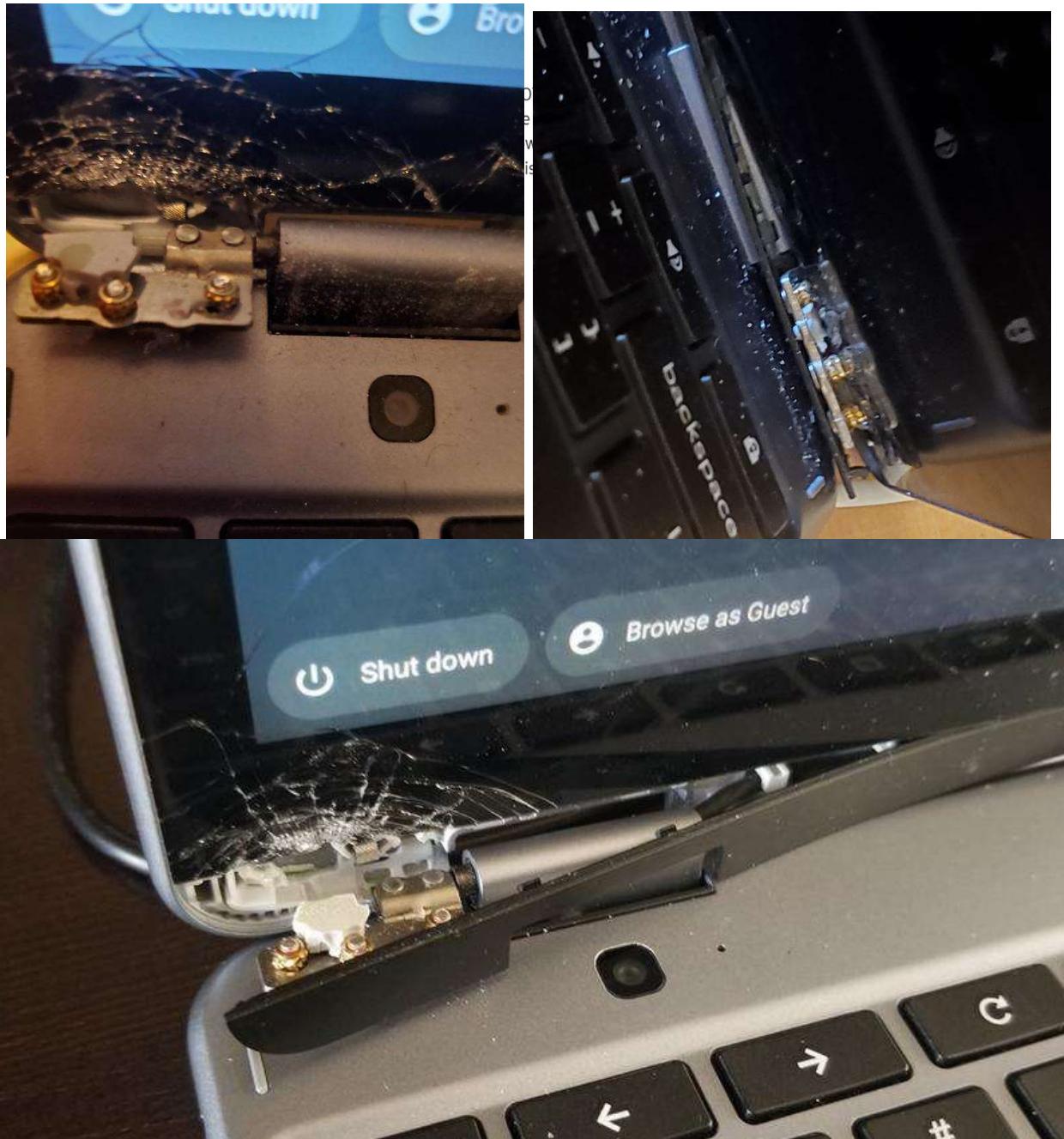
Do Not Buy - Major Hinge Issue

I have the same issue as a lot of the reviewers have already posted. The hinge somehow gets stuck or frozen and when the laptop is opened, it pulls out of the screen and cracks the display. Had this device for 5 months. Customer service is not easy to deal with to resolve this issue as well. Stay away from this

★★★★★ Luis · a year ago

Horribly made!!!

We bought this laptop a little over a year ago and already the hinge on the left side of the laptop broke and that made the screen crack!! I went to open the laptop as we all need to and it was stuck.. As I continued to try to open it it made a strange noise and the hinge came off and cracked the screen on the bottom left. I have than done ALOT of research and have found over 100 people who have had the EXACT same issue with theirs. Almost all of them bought their laptop around the same time I did.... This is unacceptable!!!!



★★★★★ JMBar · a year ago

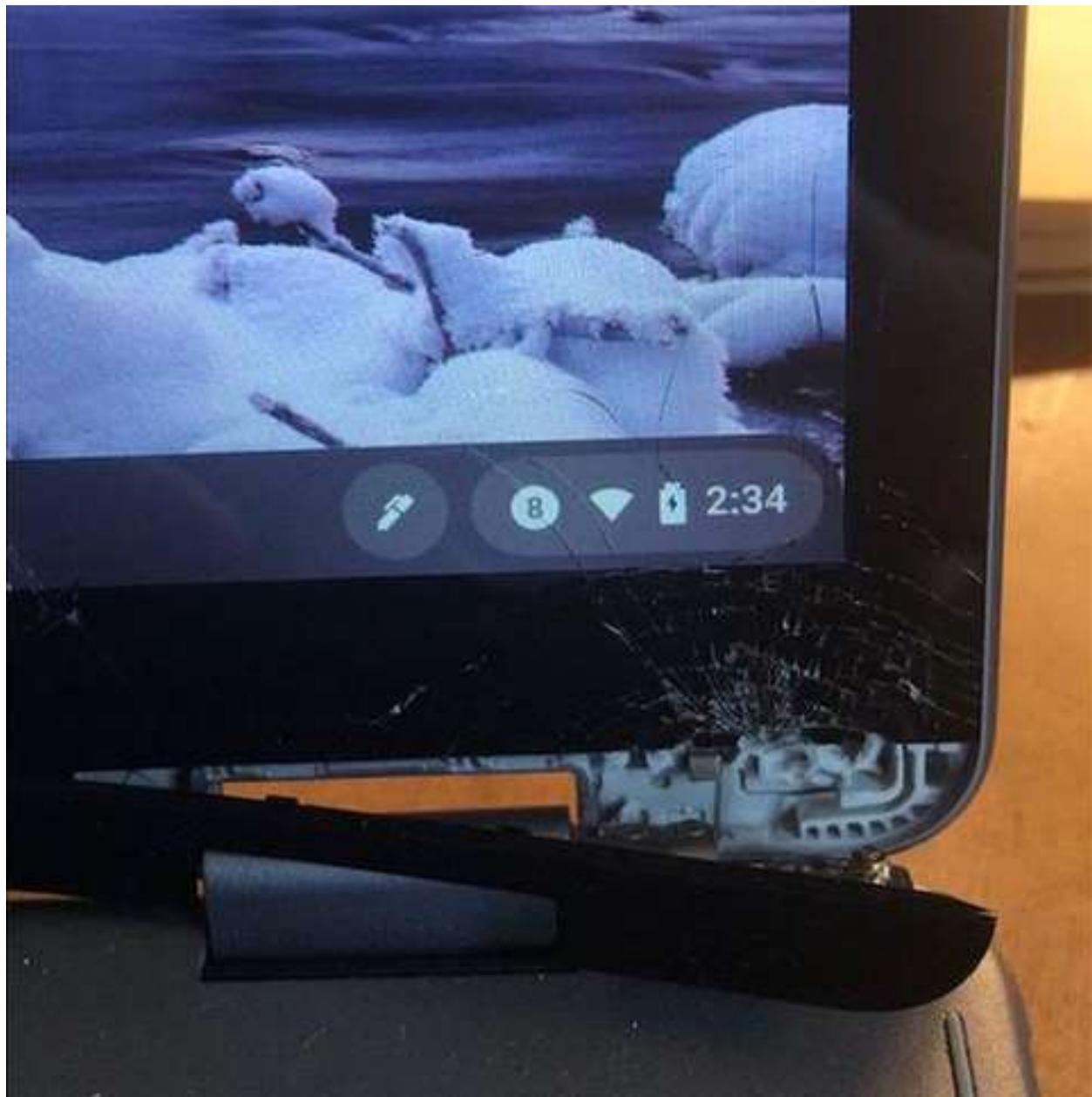
Hinge came off and cracked screen.

I've had this Chromebook for over a year and the left hinge suddenly pop out and cracked the screen. This is obviously an issue Samsung has to look at since I've read about 8 reviews in a row showing the same issue.

★★★★★ avery · a year ago

same hinge problem as everyone else

6 months after my warranty expired the hinge busted out of the screen while opening the laptop. no prior damage and i rarely used the device in tablet mode/flipped the screen all the way back. even before this happened i was very unhappy with the quality. my ctrl key popped off one day after about 6 months of owning it. the laptop is very flimsy in general and just terrible operating system. lack of compatible programs. programs do run smoothly. definitely will not buy a chromebook again.



★★★★★ Jessicasarah21 · a year ago

Same hinge issue described in other reviews!

i purchased this less than 2 years ago and used it only about once a week since so you'd think it would last years considering the light use. however, as the 20+ other reviews have described, after gently opening the lid as usual the right hinge completely disconnected from the screen and a metal part is now sticking out, causing the lid to be unable to close. i have never dropped this item or even bent the lid back to put it in tablet mode so there is no reason why the hinge should have broken. samsung was no help at all since it's been over a year. there should be a recall on this immediately!

★★★★★ Steve · 8 months ago

Great laptop if not for the crappy hinges

the wife loves this laptop but unfortunately the hinges break with ease. the hinge broke just out of warranty so a little over a year. samsung was decent enough to repair it last summer, and now well under a year later it broke again. the wife doesn't even use it in tablet mode so the hinge isn't being abused. the problem is the hinge screws into plastic in the screen surround and the hinges themselves are stiff so a broken laptop is all but guaranteed.

do not waste your money on this piece of garbage.

★★★★★ nhang6977 · 7 months ago

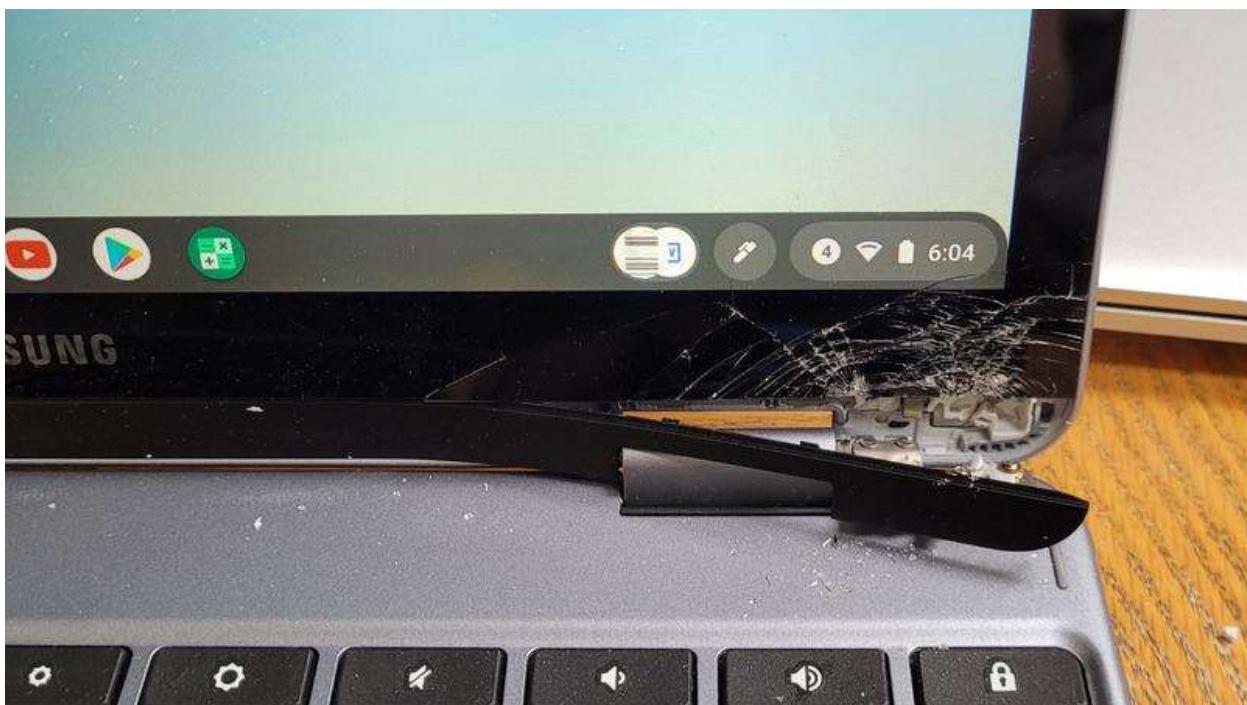
left hinge cracked screen

brand new work computer. opened with both hands--one on each corner. the left hinge came off and the entire screen cracked terribly.

★★★★★ KitKat · 5 months ago

Same hinge problem as everyone else it seems...

i bought this book in june 2019. i've done nothing but baby it. it runs fairly well overall, but then today, out of nowhere - literally, there was no warning as i've been using it (opening/closing) everyday with no signs of wear - the hinge just ruptures and the right corner of my screen shatters. now i have three giant cracks going up my screen on that side. i have my thesis defense tomorrow and i guess i'm presenting with a broken screen. at least i'm the only one who will notice since i still can't get every piece of glass and they end up in my fingers. after i graduate next week this is going to be scrapped. it's not even worth the cost of repairs once you add everything up. i already ordered a new acer instead.



44. A small minority of users report that Samsung agreed to cover repairs for their device after the appearance of the Defect. In one of these cases, Samsung agreed to provide the repairs under warranty. In another, Samsung first quoted the user \$362.00 for repairs of the Defect, but then agreed to a no-cost repair due to the presence of many online complaints regarding the Defect. These instances stand in contrast to the experiences of Plaintiff McCoy and most other device owners, who have alternatively been blamed for causing the damage themselves or told that the Defect is “cosmetic” and therefore not covered by warranty.

★★★★★ Angelajjean · a year ago

Hinge destroyed my screen

as many of reported, i too had the hinge bust through my screen for absolutely no reason. i contacted samsung and i sent them my chromebook only to be told they want \$362 to repair it since it was out of warranty. which would be understandable if this wasn't an obvious design flaw on samsungs part. samsung needs to addresss this issue!! i will report that i contacted samsung after seeing all the reviews of the same issue and they will be repairing my chromebook at no cost.

★★★★★ MaineManJeff · 8 months ago

Samsung stands behind their product!

my son has had this for chromebook for 2 years and uses it daily. we had the hunge failure happen to us last week out of the blue. we were hoping to find an easy way to fix it before the screen cracked and called samsung service. i was very happy and surprised to hear samsung stand by their product and cover the repair under warranty 2 years after purchasing! i will always buy from a company that stands by their product well outside of normal coverage.

45. Online complaints regarding the Defect are not limited to Samsung’s website or the relevant product pages. For instance, many Class Device owners have spoken out about the Defect on the popular online message board Reddit. In one thread, entitled “Rash of Samsung Plus V2 hinge failures,” see Reddit.com available at https://www.reddit.com/r/chromeos/comments/bwc83s/rash_of_samsung_plus_v2_hinge_failures/ (*last accessed Sep. 22, 2021*), various Class Device owners posted the below messages:



Posted by u/honda_of_albania 2 years ago



3 Rash of Samsung Plus V2 hinge failures?



[Discussion](#)

As my kiddo opened her Samsung Plus V2 (XE521QAB-K0) on Saturday, the hinge ripped out of the plastic frame near the screen. Because the hinge is behind the glass, the hinge took out the glass in the process. The carnage looks exactly like [this image I found in a Best Buy review](#).

She reports that the only indication of a problem was some funny colors (strain on the glass) in the hours before the incident. There's no indication of prior physical damage.

Samsung web chat directed me to their repair partner. The phone rep at the partner said "Is it an XE520, XE521 or <some other numbers I didn't catch>? Yeah, we see lots of those, probably 7 of 10 units that come through here did exactly that. Call Samsung, get an RMA, it'll be covered."

So, I called Samsung. The CSR took a hard line: "If the screen is cracked, that's physical damage, you'll have to pay."

Ugh.



robertleeblairjr · 2y

Where's a link to the Best Buy review? That doesn't look like a manufacturer failure based upon the hinge in the image. I've serviced computers for almost 20 years. From the image and without any further media to inspect, definitely appears to be failure by incompetence. Hard reset is needed.

1 Give Award Share Report Save



honda_of_albania OP · 2y

I didn't link directly to the review because I wasn't sure that such a deep link would work correctly. [Maybe this works?](#)

You mind elaborating on the "failure by incompetence?" In my case, the failure happened pretty much the same as cited in the BB review and comments: Lifted the lid, the hinge stayed put and destroyed the glass.

Did she cause the issue by dropping it, cracking the hinge mount before it became critical? Maybe, I don't know. There's zero indication of that. The exterior of the machine looks like brand new, save for the hinge that's done an Alien chest-burster impression.

If she was able to break the hinge mount inside the machine *without external damage*, that seems like a pretty weak design.

1 Give Award Share Report Save



Rodney182 · 2y

My wife had the same issue with her Samsung Chromebook. She opened it during regular use, and the right hinge came through the screen. Fighting Samsung right now about it. Pic in link:
<https://imgur.com/j9gB0bi>

1 Give Award Share Report Save



FuzzTuR · 2y

Hey! I posted yesterday in response to the other thread above. This same thing happened to my sister two days ago. I spoke with Samsung yesterday, and they set me up with a UPS label to send it for repair—free of charge. Make sure to call them and emphasize how many other people have experienced the same issue.

1 Give Award Share Report Save

46. One of the comments above links to the Samsung Chromebook product page on Best Buy's website. Many user reviews echo the complaints left on Samsung's website, *see Chromebook Plus Product Page*, BestBuy.com, available at <https://www.bestbuy.com/site/reviews/samsung->

plus-2-in-1-12-2-touchscreen-chromebook-intel-celeron-4gb-memory-32gb-emmc-flash-memory-stealth-silver/6239914?variant=null&rating=1 (last accessed Sep. 22, 2021). Reviews such as those below are common and often accompanied by supporting photo evidence of the Defect.

 **POOR QUALITY!**

Verified Purchase | Posted 2 years ago. Owned for 8 months when reviewed.

I purchased the Samsung chromebook model number: XE521QAB in December of 2018. This past weekend I went to open the chromebook and the right side hinge popped right out of the screen. The chromebook is less than a year old, I called Samsung and spoke to a representative and he seemed to be in denial about the issue. After researching this problem online I found this problem to be a pretty common issue with this product. I am going to send the chromebook back to Samsung and I expect them to stand behind their product and make the necessary repairs to make things right. I'll keep everyone posted on the outcome.



 **HORRIBLE PRODUCT Don't buy from Best Buy/Samsung!**

Posted 1 year ago.

Samsung and Best Buy don't stand behind this product. Go online and research Samsung Chromebook products. Use the Product Code: XE521QAB. The hinge will break and the part will break the glass screen. Then they will say it is out of warranty as it is broken - even when there is clearly a defect as can be seen by dozens of reviews online. Samsung will hide behind warranty even when inside of 1 year saying screen broken some other way. AVOID THIS SAMSUNG PRODUCT! AVOID BEST BUY as neither will stand behind a product that is clearly defective. Go research product to see if this is fact!

 **Do NOT Buy!**

Posted 1 year ago.

I received my Chromebook as a Christmas gift, December 2018. I had it for a year and noticed a few things that I didn't like. There is no "CAPS Lock" button or any numbers on the right side of the Chromebook, which was very taxing when it came to typing things quickly. Since I am used to laptops that have those keys. However, the missing keys made sense, since the Chromebook is smaller than other laptops that I have used. This one is more so for students (I'm a college student). But what got me was that after a year of using it, the left hinge popped out of my screen. Then a few weeks later, the right hinge pops out completely, as well. I was told by a Geek Squad Rep. that it would cost \$300 to repair it. Honestly, I might as well should buy a new laptop. I have had a laptop prior that lasted me maybe 4-6 years before it died on me. But this Chromebook was a terrible purchase, and I barely even used the hinges for it to be converted into a tablet.

I am currently still searching for a new laptop while my broken Chromebook collects dust.

 **defective - do not buy - hinge issue**

Posted 1 year ago.

This thing worked fine until it was 13 months old, then the hinge froze on it and the screen cracked, and Samsung isn't being helpful at all. A quick Google search shows that this is a fairly common issue with these chromebooks.

Note: the device has never been dropped, abused, or damaged. This issue simply happened when opening the device.

<https://www.bestbuy.com/site/reviews/samsung-plus-2-in-1-12-2-touch-screen-chromebook-intel-celeron-4gb-memory-32gb-emmc-flash-memory-stealth-silver/6239914?feature=hinge&variant=null>

https://www.reddit.com/r/chromeos/comments/bwc83s/rash_of_samsung_plus_v2_hinge_failures/

Since this is a common issue, I believe Samsung should either recall the device or pay for the repair, since the issue is defect related, not related to user-damage.



47. The immediately preceding review links to the previously referenced Reddit posting.

On another Reddit discussion thread, entitled “Beware the Samsung Chromebook Plus V2,” see Reddit.com, available at https://www.reddit.com/r/chromeos/comments/mh4j8a/beware_the_samsung_chromebook_plus_v2/ (*last accessed Sep. 23, 2021*), various users posted the following messages:

↑ Posted by u/slinky317 6 months ago
63 **Beware the Samsung Chromebook Plus V2**
↓ Discussion

I've seen some deals recently on the Samsung Chromebook Plus V2, and I wanted to post just to let everyone know there is an inherent design flaw with the left hinge that is plaguing the device.

For whatever reason, after a while when using the device the left hinge will just break and shatter that part of the screen. If you're lucky it will happen when you're still within your warranty, but I've seen Samsung try to deny warranty claims on it because they say it's accidental damage. If it happens after a year you are screwed.

It's a shame, because other than that it really is a great device. So if you buy it expect to get about a year's worth of use out of it before it breaks. Screen replacement looks to be pretty easy but the screen assembly costs around \$200-\$300, so it's not clear if it's worth it.

They did do a slight re-design of the Plus V2 last year (or the year prior?), and it's not clear if that solved the issue. But this is regarding the first iteration of the V2.



7smalls7 · 6m

I had this happen to my daughter's V2. Left hinge broke away from the screen shattering the bottom left corner of the screen. From what I could tell it seems like the hinge itself is quite strong, with a lot of resistance to help hold the screen at any angle. But the bit of plastic that the hinge is screwed into was a weak point. So when the hinge broke away from the plastic mounting point it broke through the glass on the screen. Definitely seems like a poor design. It was just outside of warranty period. Shame because she really loved it.

9



mc510 · 6m

Samsung Chromebook Plus v2 | Stable

Yep, that's exactly what happened to mine, fortunately during the warranty period and they didn't put up any resistance to repairing it. I suppose it's just a matter of time before it happens again. Otherwise, I like the 16:10 aspect ratio (though brightness is unimpressive, and the screen is not very scratch resistant) and the keyboard. Turns out I almost never use the tablet mode or Android apps; both are rather unsatisfying.

3



mc510 · 5m

Samsung Chromebook Plus v2 | Stable

Aaaaand, it just happened again. Fortunately I recognized what was going on and didn't force it open, so I still may be able to replace the frozen hinge and get another year out of it before it happens again.

2

D. Samsung's Warranty Practices

48. Samsung's limited warranty for the Class Devices (the "Limited Warranty") expressly warrants "against manufacturing defects in materials and workmanship for a period of one (1) year, parts and labor." See Samsung Computer Limited Warranty, available at <https://www.samsung.com/us/support/service/warranty/XE520QAB-K04US> (last accessed Sep. 24, 2021); Samsung Computer Limited Warranty, available at <https://www.samsung.com/us/support/service/warranty/XE513C24-K01US> (last accessed Sep. 24, 2021).

49. Samsung also purports to limit warranty relief to product replacement or repair. Refund of the purchase price to the consumer is an option only when Samsung determines that either is impossible, at Samsung's sole discretion.

50. When consumers seek relief pursuant to the warranty, however, Samsung typically declines to repair or replace the Class Devices or refund their purchase price. Instead, Samsung classifies the problems caused by the Defect as the result of "misuse"—as Plaintiff was told, "opening and closing the laptop too much"—or other user error or accident. Defendant takes this approach to avoid responsibility and the costs associated with honoring their warranty.

51. On the rare occasions when Defendant honors the Limited Warranty, it typically opts to repair the Class Devices using similarly defective hinges that fail to remedy the underlying Defect. Thus, Samsung's warranty fails of its essential purpose.

52. In its capacity as a warrantor, Defendant's knowledge of the Defect in the Class Devices renders its efforts to limit the duration of warranties in a manner that would exclude warranty coverage unconscionable, and any such effort to disclaim, or otherwise limit, its warranties is null and void. The limitations on the warranties are procedurally unconscionable. There was unequal bargaining power between Defendant and Plaintiff and the other Class members, as, at the time of purchase, Plaintiff and the other Class members had no other options for negotiating the terms thereof.

53. The limitations on the warranties also are substantively unconscionable. Samsung knew (and knows) that the Class Devices are defective and incapable of performing as advertised. Defendant failed to disclose these defects to Plaintiff and the other Class members while continuing to market misrepresent the performance properties of Class Devices; thus, Defendant's enforcement of the limitations on its warranties is harsh and shocks the conscience.

54. Samsung's fraudulent, deceptive, and unfair practices have caused, and continue to cause, Plaintiff and Class members significant out-of-pocket losses in the amount of the prices paid for these defective Devices.

CLASS ACTION ALLEGATIONS

55. Plaintiff brings this lawsuit on behalf of themselves and all similarly situated individuals and entities, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), 23(b)(3), and/or 23(c)(4). Specifically, the classes consist of:

Nationwide Class:

All purchasers in the United States who purchased a Class Device.

Oklahoma Subclass:

All purchasers in the state of Oklahoma who purchased a Class Device.

Excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendant and their subsidiaries and affiliates; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

56. *Numerosity:* The Class and Subclass are comprised of at least hundreds of owners of Class Devices, making joinder impractical. Moreover, the Class and Subclass are composed of an easily ascertainable, self-identifying set of individuals and entities who purchased Class Devices. The precise number of Class members can be ascertained through discovery, which includes Samsung's records. The disposition of their claims through a class action will benefit both the parties and this Court.

57. *Commonality:* There are questions of law and fact common to the Class that will materially advance the litigation, and these common questions predominate over any questions affecting only individual Class members. Among the questions common to the Class are:

- a. Whether Samsung's Chromebook Plus is defective in that the hinges fail;
- b. The origins and implementation of, and the justifications for, if any, Samsung's policies and technology relating to the Defect and its manifestation in the Class Devices;
- c. When Samsung became aware of the Defect in the Class Devices and how it responded to that knowledge;
- d. Whether Samsung actively concealed and/or failed to notify consumers of the Defect in the Class Devices;
- e. Whether Defendant knew of the Defect but failed to disclose the problem and its consequences to their customers;
- f. Whether a reasonable consumer would consider the Defect or its consequences to be material;
- g. Whether Defendant's conduct violates state consumer protection laws as asserted herein;
- h. Whether Defendant's sale of Class Devices with defective hinges is unfair, false, misleading, or deceptive acts in the conduct of any trade or commerce;
- i. Whether Defendant breached the implied warranty of merchantability, by selling the Class Devices with defective hinges;
- j. Whether Plaintiff and the other Class members overpaid for their Class Devices as a result of the Defect alleged herein;
- k. Whether Plaintiff and Class Members would have purchased their Class Devices, and whether they would have paid a lower price for them, had they known that it contained the Defect at the time of purchase;
- l. Whether Plaintiff and the Class are entitled to compensatory damages, including, among other things: (i) compensation for all out-of-pocket monies expended by members of the Class for replacement or repair of the Class Devices; (ii) the failure of consideration in connection with and/or difference in value arising out of the variance between the Class Devices as merchantable possessing a non-defective hinges, and as actually manufactured and sold possessing a defective hinges; and,

- (iii) whether Plaintiff and the Class are entitled to all costs associated with repair and replacement of their Class Devices; and
- m. Whether Plaintiff and the other Class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief.

58. *Typicality:* Plaintiff's claims are typical of the claims of the members of the Class and Subclass, as all such claims arise out of Defendant's conduct in designing, manufacturing, marketing, advertising, warranting, and selling the Class Devices. All of Plaintiff's claims are typical of the claims of the Class since Plaintiff and all Class members were injured in the same manner by Defendant's uniform course of conduct described herein. Plaintiff and all Class members have the same claims against Defendant relating to the conduct alleged herein, and the same events giving rise to Plaintiff's claims for relief are identical to those giving rise to the claims of all Class members. Plaintiff and all Class members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendant's wrongful conduct as described herein. Plaintiff are advancing the same claims and legal theories on behalf of themselves and all absent Class and/or Subclass members.

59. *Adequate Representation:* Plaintiff will fairly and adequately protect the interests of the members of the Class and Subclass and have no interests antagonistic to those of the Class. Plaintiff have retained counsel experienced in the prosecution of complex class actions including, but not limited to, consumer class actions involving, *inter alia*, breach of warranties, product liability, product design defects, and state consumer fraud statutes.

60. *Predominance:* This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members.

61. *Superiority:* A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual Class Members be required to bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.

FIRST CAUSE OF ACTION
VIOLATION OF THE MAGNUSSON-MOSS WARRANTY ACT,
15 U.S.C. §§ 2301 et seq. (“MMWA”)
(On Behalf of the Nationwide Class)

62. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

63. Plaintiff and Class members are “consumers” within the meaning of the MMWA.

15 U.S.C. § 2301(3).

64. The Class Devices are “consumer products” within the meaning of the MMWA. 15 U.S.C. § 2301(1).

65. Samsung is a “supplier” and “warrantor” within the meaning of the MMWA. 15 U.S.C. § 2301(4)-(5).

66. This claim is being brought under Section 2310(d)(a) of the MMWA as a state cause of action over which this Court has supplemental jurisdiction which provides a cause of action for consumers who are harmed by the failure of a warrantor to comply with a written or implied warranty.

67. The Class Devices' implied warranties are accounted for under Section 2301(7) of the MMWA, and are warranties which Samsung cannot disclaim when they fail to provide merchantable goods.

68. Samsung expressly warrants that it will remedy defects in materials and/or workmanship in Class Devices that manifest within one year of purchase.

69. Samsung also purports to limit warranty relief to product replacement or repair. Refund of the purchase price to the consumer is an option only when Samsung determines that either is impossible, at Samsung's sole discretion.

70. As set forth herein, Samsung breached their warranties with Plaintiff and Class members.

71. The Class Devices share a common defect in that they possess defective hinges.

72. Samsung has refused to remedy the Defect when Class Devices are presented for repair within an applicable warranty period because it repairs Devices using similarly defective replacement components or asserts that Class Devices failed due to customer misuse and, thus, do not qualify for warranty coverage. Accordingly, Samsung's repair-or-replace warranty fails of its essential purpose.

73. Samsung also routinely refuses to repair the Defect in Class Devices when presented for repair just outside the warranty period on grounds that the devices fall outside the Limited Warranty's durational limits.

74. Despite demands by Plaintiff and the Class for Samsung to pay the expenses associated with diagnosing and repairing the defective devices which were borne by consumers, Samsung has refused to do so.

75. Samsung's knowledge and notice of the Defect prior to sale render its warranty limitations substantively unconscionable.

76. Samsung's warranties also are procedurally unconscionable because there was unequal bargaining power between Defendant and Plaintiff and the other Class members, as, at the time of purchase, Plaintiff and the other Class members had no other options for negotiating the terms thereof.

77. Samsung's warranty's remedial and durational limitations are unconscionable and fail of their essential purpose and thus are unenforceable.

78. As a direct and proximate result of Samsung's breach of implied and express warranties pursuant to 15 U.S.C. § 2310(d)(1), Plaintiff and Class members have suffered damages in an amount to be proven at trial. Plaintiff seeks to recover damages resulting directly from Samsung's breach of their written and implied warranties, and their deceitful and unlawful conduct. Damages include costs associated with repairing and replacing the Class Devices.

79. The Act also provides for "other legal and equitable" relief. 15 U.S.C. § 2310(d)(1). Accordingly, Plaintiffs seek reformation of Samsung's written warranty to comport with Defendant's obligations under the Act and with consumers' reasonable expectations. Additionally, Plaintiff seeks to enjoin Samsung from acting unlawfully as further alleged, including discouraging Plaintiff to seek all available remedies.

80. The Act also provides for an award of costs and expenses, including attorneys' fees, to prevailing consumers in the Court's discretion. 15 U.S.C. § 2310(d)(2). Plaintiff intends to seek such an award as prevailing consumers at the conclusion of this case.

81. The amount in controversy in each Plaintiff's individual claims meets or exceeds the sum of \$25. The total amount in controversy of this action in sum exceeds \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

SECOND CAUSE OF ACTION
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of the Nationwide Class or, alternatively, the Oklahoma Subclass)

82. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

83. Plaintiff brings this claim individually and on behalf of the Nationwide Class and/or Class.

84. Samsung is a "merchant" as defined under the UCC.

85. The Class Devices are "goods" as defined under the UCC.

86. Samsung impliedly warranted that the Class Devices were of a merchantable quality.

87. Samsung breached the implied warranty of merchantability because the Class Devices were not of a merchantable quality due to the Defect.

88. Plaintiff and Class members' interactions with Samsung suffice to create privity of contract between Plaintiff and Class members, on the one hand, and Defendant, on the other hand; however, privity of contract need not be established nor is it required because Plaintiff and Class members are intended third party beneficiaries of contracts (including implied warranties) between Samsung and the retailers who sell the Class Devices. Defendant's warranties were designed for the benefit of consumers who purchase(d) Class Devices.

89. As a direct and proximate result of the breach of said warranties, Plaintiff and Class members were injured and are entitled to damages.

90. Defendant's attempts to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable. Specifically, Defendant's warranty limitations are unenforceable because Defendant knowingly sold a defective product without informing consumers about the Defect.

91. The time limits contained in Defendant's warranty period were also unconscionable and inadequate to protect Plaintiff and members of the Class. Among other things, Plaintiff and members of the Class had no meaningful choice in determining these time limitations, terms which unreasonably favor Defendant. A gross disparity in bargaining power existed between Defendant and Class members, as only Defendant knew or should have known that the Class Devices were defective at the time of sale and that the Devices would fail well before their useful lives.

92. Plaintiff and Class members have complied with all obligations under the warranty or otherwise have been excused from performance of said obligations as a result of Defendant's conduct described herein.

93. Defendant was provided notice of these issues by complaints lodged by consumers before or within a reasonable amount of time after the allegations of the Defect became public.

94. Prior to the filing of this Complaint, Plaintiff sent a pre-suit notice letter concerning the Defect, Plaintiff's experiences with the defect and their intention to file the instant complaint alleging a breach of the implied warranty of merchantability on behalf of the Class or Subclass.

THIRD CAUSE OF ACTION
VIOLATION OF THE OKLAHOMA DECEPTIVE TRADE PRACTICES ACT
(“DTPA”) (78 O.S. § 51, *et seq.*)
(Brought on behalf of the Oklahoma Subclass)

95. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

96. Oklahoma's Deceptive Trade Practices Act, 78 O.S. §§51-55, *et seq.* ("DTPA"), makes it unlawful to engage deceptive trade practices in the course of a business, vocation, or occupation. The DTPA prohibits deceptive trade practices, including: "Us[ing] deceptive representations . . . in connection with goods or services" and "Knowingly mak[ing] a false representation as to the characteristics, ingredients, uses, benefits or quantities of goods or services . . ." 78 O.S. §53.

97. In the course of Samsung's business, it used deceptive representations in connection with the sale of the Class Devices. As described above, Samsung knowingly failed to disclose and actively concealed the material fact of the Defect and made false and misleading statements about the Class Devices. Samsung marketed the Class Devices as "premium" and "durable" when they are in fact neither. Furthermore, its central pitch for the Class Devices was that they are flexible and convertible from laptop to tablet and various other positions, when in fact using the Class Devices in that manner triggers the Defect and renders them unusable.

98. Similarly. Samsung knowingly misrepresented, *inter alia*, the characteristics and uses of the Class Devices through its marketing.

99. Samsung's actions as set forth above occurred in the conduct of trade or commerce, and constitute deceptive trade practices under the DTPA.

100. Samsung's actions impact the public interest because Plaintiff was injured in exactly the same way as thousands of others purchasing Samsung's services as a result of Defendant's generalized course of deception.

101. As a proximate result of the above-described DTPA violations, Plaintiff and members of the Class: (a) purchased and used Class Devices when they would not otherwise have done so, overpaying and not receiving the benefit of the bargain; (b) suffered economic losses

consisting of the Class Devices' cost of purchase or, alternatively, the diminished value of the Class Devices with the Defect; (c) suffered and/or will suffer additional economic losses in purchasing another device; and (d) suffered and will suffer additional economic losses incidental to the Defect.

102. Plaintiff seeks an award of actual damages, attorney's fees and costs and permitted by the DTPA.

FOURTH CAUSE OF ACTION
**VIOLATION OF THE DECEPTION PRONG OF THE OKLAHOMA CONSUMER
PROTECTION ACT ("OCPA") (15 O.S. § 751, *et seq.*)
(Brought on behalf of the Oklahoma Subclass)**

103. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

104. Plaintiff brings this claim individually and on behalf of the Class.

105. Plaintiff and Class members who purchased Class Devices are "consumers" under the OCPA.

106. Defendant's practices, acts, policies and course of conduct violated the OCPA in that:

a. Defendant engaged in deceptive acts and practices in or affecting commerce, through their advertisements and packaging of Class Devices, by falsely representing and advertising to Plaintiff and members of the Subclass, among other things, that the products were premium and durable 2-in-1 laptop/tablets with high-end features while knowing (or having reason to know) that those representations were false. Such pattern of conduct was uniform in nature with respect to the marketing and sale of the product.

b. Defendant also knowingly concealed, suppressed and consciously omitted material facts from Plaintiff and other members of the members of the Class—such as the Defect—knowing that consumers would rely on the advertisements and Defendant's uniform

representations concerning the Class Devices' high-end features and functionality in purchasing their Class Devices.

107. Defendant's acts and omissions possessed the tendency or capacity to mislead or create the likelihood of deception in that they used misrepresentations and omissions that deceived or could reasonably be expected to deceive or mislead Plaintiff and the Class with respect to the Class Devices.

108. Until the present, Defendant knowingly accepted the benefits of their deception and improper conduct in the form of profits from the increased sale of the Class Devices.

109. As a proximate result of the above-described OCPA violations, Plaintiff and members of the Class: (a) purchased and used Class Devices when they would not otherwise have done so, overpaying and not receiving the benefit of the bargain; (b) suffered economic losses consisting of the Class Devices' cost of purchase or, alternatively, the diminished value of the Class Devices with the Defect; (c) suffered and/or will suffer additional economic losses in purchasing another device; and (d) suffered and will suffer additional economic losses incidental to the Defect.

110. As a direct and proximate result of these deceptive commercial practices, Plaintiff and the members of the Class have been damaged and are entitled to recover actual damages to the extent permitted by law, including class action rules, in an amount to be proven at trial.

111. Plaintiff and Class also seek appropriate equitable relief, including an order requiring Samsung to adequately disclose and remediate the Defect plaguing its Class Devices, and an order enjoining Samsung from incorporating the Defect into its devices in the future. Plaintiff and the Class also seek attorneys' fees and any other just and proper relief available under OCPA.

FIFTH CAUSE OF ACTION
VIOLATION OF THE UNFAIR PRONG OF THE OCPA (15 O.S. § 751, *et seq.*)
(Brought on behalf of the Oklahoma Subclass)

112. Plaintiff repeats and realleges the allegations above as if fully set forth herein.
113. Plaintiff brings this claim individually and on behalf of the Class.
114. Plaintiff and Subclass members who purchased Class Devices are “consumers” under the OCPA.
115. Plaintiff and Class engaged in a “consumer transaction” when they purchased their Class Devices.
116. Defendant engaged in unfair acts and practices in or affecting commerce, through their advertisements and packaging of Class Devices, by representing to Plaintiff and members of the Class, among other things, that the products were premium and durable 2-in-1 laptop/tablet devices with high-end features. Such pattern of conduct was uniform in nature with respect to the marketing and sale of the Class Devices.
117. Defendant also knowingly concealed, suppressed and consciously omitted material facts from Plaintiff and other members of the members of the Class—such as the Defect—knowing that consumers would rely on the advertisements and Defendant’s uniform representations concerning the Class Devices’ high-end features and functionality in purchasing their Class Devices.
118. Defendant’s acts and omissions are unfair in that they (1) offend public policy, (2) are immoral, unethical, oppressive, or unscrupulous; and (3) cause substantial injury to consumers.
119. Until the present, Defendant knowingly accepted the benefits of their unfair conduct in the form of profits from the increased sale of the Class Devices.

120. As a proximate result of the above-described Consumer Protection Act violations, Plaintiff and members of the Class: (a) purchased and used Class Devices when they would not otherwise have done so; (b) suffered economic losses consisting of the Class Devices cost of purchase or, alternatively, the diminished value of the Class Devices with the Defect; (c) suffered and/or will suffer additional economic losses in purchasing another device; and (d) suffered and will suffer additional economic losses incidental to the Defect.

121. As a direct and proximate result of these unfair practices, Plaintiff and the members of the Class have been damaged and are entitled to recover actual damages to the extent permitted by law, including class action rules, in an amount to be proven at trial.

122. Plaintiff and Class members also seek appropriate equitable relief, including an order requiring Samsung to adequately disclose and remediate the defect plaguing its Class Devices, and an order enjoining Samsung from incorporating the defect into its 2-in-1 laptop/tablets in the future. Plaintiff and the Class also seek attorneys' fees and any other just and proper relief available under the OCPA.

SIXTH CAUSE OF ACTION
UNJUST ENRICHMENT

(On Behalf of the Nationwide Class or, alternatively, the Oklahoma Subclass)

123. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

124. Plaintiff brings this claim individually and on behalf of the Nationwide Class and/or Class.

125. Plaintiff and Class Members have conferred a benefit on Defendant by purchasing their Class Devices. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff's and Class Members' purchases of the Class Devices. Retention of such revenues under these circumstances is unjust and inequitable because of the fatal hinge Defect which has caused injury to Plaintiff and the Class by materially reducing the functionality of their devices.

Defendant's actions caused further injuries to Plaintiff and the Class because they would not have purchased their Class Devices or would have paid less for them if the true characteristics of the Class Devices had been known at the time of purchase.

126. Because Defendant's retention of the non-gratuitous benefit conferred on it by Plaintiff and the Class Members is unjust and inequitable, Defendant must pay restitution to Plaintiff and the Class Members for their unjust enrichment, as ordered by the Court.

SEVENTH CAUSE OF ACTION
FRAUDULENT OMISSION OR CONCEALMENT
(On Behalf of the Nationwide Class or, alternatively, the Oklahoma Subclass)

127. Plaintiff repeats and realleges the allegations above as if fully set forth herein.

128. Plaintiff brings this claim individually and on behalf of the Nationwide Class and/or Class.

129. At all relevant times, Defendant was engaged in the business of designing, manufacturing, distributing, marketing, and selling the Class Devices.

130. Defendant, acting through its representatives or agents, delivered Class Devices to its distributors and various other distribution channels.

131. Defendant willfully, falsely, and knowingly omitted various material facts regarding the quality, character, and abilities of the Class Devices.

132. Rather than disclose the Defect to Plaintiff and other prospective purchasers of Class Devices, Defendant concealed the Defect.

133. Defendant omitted and concealed this material information to drive up sales and maintain its market power, as consumers would not purchase Class Devices, or would pay substantially less for them, had they known the truth.

134. Plaintiff and Class members could not have discovered the Defect prior to it manifesting in their Class Devices.

135. Defendant was in exclusive possession of information concerning the Defect's existence, which would have been material to reasonable consumers, and thus was obligated to disclose the Defect to Plaintiff and Class members, at the point of sale or otherwise.

136. Although Defendant had a duty to disclose the Defect to consumers, it failed to do so.

137. Plaintiff and Class members sustained injury at the time they purchased Class Devices that suffer from the Defect, which Defendant failed to disclose and actively concealed from them. Had Plaintiff and the Class known about the Defect at the time of purchase, they would have paid substantially less for their Class Devices, or would not have purchased them and avoided the significant out-of-pocket costs they have or will incur to repair or replace Class Devices once the Defect manifests.

138. Defendant's acts were done maliciously, oppressively, deliberately, and with intent to defraud, and in reckless disregard of Plaintiff and Class members' rights and well-being, and in part to enrich itself at the expense of consumers. Defendant's acts were done to gain commercial advantage over competitors, and to drive consumers away from consideration of competitor devices. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray for judgment as follows:

- a. For an order certifying the proposed Class and Subclass and appointing Plaintiff and their counsel to represent the classes;
- b. For an order awarding Plaintiff and Class and Subclass members actual, statutory, punitive, and/or any other form of damages provided by and pursuant to the statutes cited

above;

- c. For an order awarding Plaintiff and Class and Subclass members restitution, disgorgement and/or other equitable relief provided by and pursuant to the statutes cited above or as the Court deems proper;
- d. For an order or orders requiring Defendant to adequately disclose and remediate the Defect.
- e. For an order awarding Plaintiff and the Class and Subclass Members pre-judgment and post-judgment interest;
- f. For an order awarding Plaintiff and state consumer protection subclass members treble damages, other enhanced damages and attorneys' fees as provided for under the statutes cited above and related statutes;
- g. For an order awarding Plaintiff and the Class and Subclass Members reasonable attorneys' fees and costs of suit, including expert witness fees;
- h. For an order awarding such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demand a trial by jury on all claims so triable.

Dated: November 1, 2021

By:



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